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	Attorneys for Defendant GEICO GENERAL
6	INSURANCE COMPANY erroneously serve
_	and sued herein as GEICO INSURANCE
7	AGENCY, INC.
8	UNITED STATI
6	CIVILED STATE
9	DISTRIC
10	KENNETH M. HEUER,
	Distracce
11	Plaintiff,
12	VS.
12	7.5.
13	GEICO INSURANCE AGENCY INC a

DDIICE W VELLEV

UNITED STATES DISTRICT COURT

## DISTRICT OF NEVADA

erroneously served

CE AGENCY, INC., a Foreign Corporation, and DOES I through V, inclusive, and ROE Corporations, I through V, inclusive,

Defendants.

CASE NO.: 2:15-cv-02418-APG-PAL

JOINT STIPULATION FOR PARTIES TO SUBMIT TO PRIVATE BINDING ARBITRATION AND PROPOSED **ORDER** 

(ELECTRONICALLY FILED)

COMES NOW Plaintiff, KENNETH M. HEUER, and Defendant, GEICO GENERAL INSURANCE COMPANY (erroneously served and sued herein as GEICO INSURANCE AGENCY, INC.), by and through their respective counsel, who hereby jointly submit the following Stipulation to submit the above-captioned case to private binding arbitration pursuant to the terms and conditions set forth herein:

- 1. IT IS STIPULATED AND AGREED that this case will be submitted to James Armstrong, Esq. who shall serve as Arbitrator, and that the parties shall equally share in the Arbitrator's fees and costs, one-half to be paid by Plaintiff and one-half to be paid by Defendant.
- 2. IT IS FURTHER STIPULATED AND AGREED that the parties agree to a high/low as follows: the low amount will be \$0 'new money' and a high of \$100,000.00 'new money', and that the Plaintiff's recovery, if any, is limited to those policy limits of \$100,000.

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- 3. IT IS FURTHER STIPULATED AND AGREED that, in exchange for Defendant GEICO Insurance Company's agreement to submit this matter to binding arbitration, the Plaintiff agrees to waive any and all extra contractual claims, including, but not limited to, claims of alleged insurance bad faith and alleged violation of the Fair Claims Practices Act.
- 4. IT IS FURTHER STIPULATED AND AGREED that the parties waive any claim to costs, interest or attorney's fees, including any fees or costs that may otherwise have been awarded pursuant to an Offer of Judgment served in accordance with NRCP 68 and NRS 17.115;
- 5. IT IS FURTHER STIPULATED AND AGREED that the Arbitrator will make his decisions based on the laws of the State of Nevada.
- 6. IT IS FURTHER STIPULATED AND AGREED that the Arbitrator's decision is final and binding upon the parties to this agreement and in consideration of this agreement each party is unequivocally waiving any and all rights to litigate this dispute and/or appeal the Arbitrator's award.
- 7. IT IS FURTHER STIPULATED AND AGREED that the Arbitration Hearing is to take place no sooner than thirty (30) days after the Plaintiff has submitted to both an Examination Under Oath and an Independent Medical Examination with a physician of Defendant's choosing.
- 8. IT IS FURTHER STIPULATED AND AGREED that the Arbitration Hearing will take place in Las Vegas, Nevada, at a time convenient to all parties and the Arbitrator.
- 9. IT IS FURTHER STIPULATED AND AGREED that within two (2) weeks after the final arbitration award is served, Plaintiff will exchange a release of claims in exchange for a check for the full award, if any, from Defendant.
- 10. IT IS FURTHER STIPULATED AND AGREED that the parties shall submit their Arbitration Briefs to the Arbitrator and the opposing party four (4) days before the arbitration hearing, including the following:
  - A statement of the claimed facts supporting the party's claim or defenses a. against the adverse party including a statement of issues of fact to be tried;

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b.	A list of witnesses whom the party intends to call at the arbitration and the
	subject matter of the witnesses' testimony:

- A list of exhibits and documentary evidence anticipated to be introduced. c. Where copies of such evidence do not accompany the memorandum, the party must make such evidence available for inspection and copying by other parties.
- 11. IT IS FURTHER STIPULATED AND AGREED that at the arbitration hearing, all parties may be heard and the parties may present testimony by deposition, in person or telephonically, in the discretion of the arbitrator, from witnesses having knowledge of or testimony concerning the alleged damages.
- 12. IT IS FURTHER STIPULATED AND AGREED that if any disputes arise, either pre or post award, the parties shall submit their disputes to the Arbitrator for his determination and shall be bound by any rulings made by the Arbitrator on such issues. The Arbitrator's award shall be the sole recovery in this case, and the Arbitrator's award shall be final, binding and nonappealable unless any party has a good faith belief that fraud occurred during the arbitration process or in connection with the determination of the award.
- 13. IT IS FURTHER STIPULATED AND AGREED that neither Counsel nor the parties may communicate directly with the Arbitrator regarding the merits of the case except in the presence of, or with reasonable notice to, all parties involved.
- 14. IT IS FURTHER STIPULATED AND AGREED that no offer or demand made by any party shall be disclosed to the Arbitrator before or during the Arbitration proceedings.
- 15. IT IS FURTHER STIPULATED AND AGREED that the parties shall abide by the Nevada Arbitration Rules, and, if further necessary, the rules and regulations of the Nevada Revised Statutes and Nevada Rules of Civil Procedure, to the extent that said statutes and rules are not inconsistent with the express terms of this Agreement.

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ATKIN WINNER & SHERROD

16. IT IS FURTHER STIPULATED AND AGREED that, in light of the parties' agreement to submit the above-captioned matter to binding arbitration, the Plaintiff agrees to voluntarily dismiss his claims in the above-captioned matter, with prejudice.

## IT IS SO STIPULATED.

Dated: March 17th, 2016	Dated: March 17th, 2016
ATKIN WINNER & SHERROD	DEAVER & CRAFTON

/s/ Bruce W. Kelley
Bruce W. Kelley
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/s/ Brice J. Crafton
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Brice J. Crafton
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Las Vegas, NV 89104-1512
Attorneys for Plaintiff KENNETH M. HEUER

## **ORDER**

IT IS HEREBY ORDERED that the above stipulation is approved, and this matter is DISMISSED. The clerk of court shall close this file.

Dated: March 17, 2016.

UNITED STATES DISTRICT JUDGE